



## 2021 1500 Main Street Jasper, Indiana Remodel Photo Contest

### Official Terms and Conditions

Springs Valley Bank & Trust Company (“**Sponsor**”) is sponsoring a 2021 1500 Main Street Jasper, Indiana Remodel Photo Contest (the “**Contest**”). Unless specifically noted otherwise by Sponsor, these terms and conditions shall serve as the “**Official Rules**” for the Contest. The terms “**you,**” “**your,**” and “**participant(s),**” all refer to the person entering and/or participating in the Contest.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. CONTEST IS VALID ONLY IN THE STATE OF INDIANA, UNITED STATES; VOID WHERE PROHIBITED.**

**1. CONTEST DATES:** The Contest will begin at 8:30 a.m. (EST) on Tuesday, July 6, 2021 and end at 4:30 p.m. (EST) on Friday, July 23, 2021 (“**Contest Period**”). The Sponsor’s clock will be the official time keeper for the Contest.

**2. SPONSOR AND PROMOTER:** Springs Valley Bank & Trust Company, 1500 Main Street, Jasper, Indiana 47546 is the sponsor and promoter of the contest. The Sponsor may terminate, extend, suspend or alter the contest at any time in its sole discretion.

**3. ELIGIBILITY:** This contest is open only to legal U.S. residents and resides in the State of Indiana as of date of entry. The contest is open to the public and employees of Springs Valley Bank & Trust Company. Amateur or professional photographers are welcome. Entrants can be of any age; if under the age of 18, a parent/guardian must sign the entry form.

**4. HOW TO ENTER:** During the contest Period, participants will submit their entry by eMailing the photograph to [marketing@svbt.com](mailto:marketing@svbt.com) and completing the entry form. All photographs must include a historical or notable landmark in Daviess, Dubois, Gibson, Orange, or surrounding counties. Although photos with people are enjoyable, entries will not be accepted with images containing people. Photos and entry forms must be received by Friday, July 23, 2021 at 5:30 EST to be eligible for the contest. Digital photography only, no prints will be accepted. Images should be 300 PPI, 8 MP – 3164 x 2248 megapixels or larger. Digital images should be in TIFF or JPEG format and may not exceed the size limit of 25 MB. Springs Valley Bank & Trust Company reserves the right to color correct and/or crop photo entries if necessary.

**5. LIMIT AND ENTRY FREQUENCY:** Participants are allowed three (3) entries during the Contest Period. Any attempt by any participant to obtain more than three (3) entries, regardless of means,

will void that participant's entries and that participant shall be disqualified. Entries not meeting the photograph requirements are void. Each photo submitted must be under 25MB.

**6. WINNER SELECTION & NOTIFICATION:** Seventeen (17) photographs will be selected from all entries by a panel of judges selected by Springs Valley Bank & Trust Company no later than Friday, July 30, 2021 (the "**Selection Date**"). The Winner may be asked to provide confirmation as to identity. Further, the Winner may be required to sign and return an Affidavit of Eligibility, Liability Release, Publicity Release (where legally permissible), and/or provide other personal or tax information. If requested by the Sponsor, the Winner will have seven (7) business days to provide all such information and to execute such documents. The failure to comply with the foregoing requirements may cause the Winner to forfeit the Prize and, in such event, Sponsor reserves the right to select an alternate winner. All decisions of the Sponsor as to the administration and operation of the contest and the selection of the Winner are final and binding in all matters related to the contest.

**7. PRIZE:** Seventeen winners will be awarded a \$50 cash prize and their selected photograph may be placed on the wall in an office at Springs Valley Bank & Trust Company, 1500 Main Street, Jasper, Indiana.

**8. ODDS:** A total of seventeen (17) Prizes will be awarded pursuant to this contest. Odds of winning the Prize are dependent on the number of eligible entries received by the Sponsor during the Contest Period.

**9. TAXES & COSTS:** Federal, state, and local taxes on the Prize, if any, and all other associated costs or expense are the sole responsibility of the Winner. An IRS Form 1099 and other tax-related forms and documents may be issued by the Sponsor if required by law.

**10. RELEASE & INDEMNIFICATION:** BY ENTERING THIS CONTEST, YOU AGREE TO RELEASE AND SAVE, DEFEND, HOLD HARMLESS, AND INDEMNIFY SPONSOR, ITS PARENT COMPANY, THEIR DIRECT AND INDIRECT SUBSIDIARY COMPANIES, COMPANIES UNDER COMMON CONTROL WITH ANY OF THE FOREGOING, AFFILIATES AND ASSIGNS, AND ITS AND THEIR PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, EMPLOYEES, MANAGERS, REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST, AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH THEM (COLLECTIVELY, THE "**RELEASED PARTIES**"), FROM, AND SHALL PAY, ANY AND ALL LIABILITIES, OBLIGATIONS, DEFICIENCIES, DEMANDS, DAMAGES, CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, FINES, TAXES, FORFEITURES, PENALTIES, LOSSES, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM DIRECT OR THIRD PARTY CLAIMS, WHICH DIRECTLY OR INDIRECTLY RESULT FROM, RELATE TO, ARISE OUT OF, ARE IN CONNECTION WITH, OR ARE ATTRIBUTABLE TO ANY OF THE FOLLOWING: (A) THE ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE; AND/OR (B) PARTICIPATION IN THE CONTEST OR ANY CONTEST RELATED ACTIVITY (WHICH SHALL EXPRESSLY INCLUDE, BUT NOT BE LIMITED TO, ANY MISREPRESENTATION MADE BY YOU IN CONNECTION WITH THE CONTEST, ANY NON-COMPLIANCE WITH THESE OFFICIAL RULES, ANY THIRD PARTY CLAIMS RELATING TO YOUR INVOLVEMENT WITH THE CONTEST). THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY LOSS, DAMAGE, OR DEATH ARISING IN ANY WAY IN CONNECTION WITH THE CONTEST.

**11. GENERAL CONDITIONS:**

- By entering the contest, you agree (a) to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects; (b) that your submission cannot be used by you

(or third parties) for any commercial purpose other than to enter this contest; and (c) to be contacted by Sponsor via telephone or eMail.

- Anyone submitting a photo to the contest agrees to allow their photo, name, city, and state of residence to be published, if selected, as one of the winners in the 2021 1500 Main Street Jasper, Indiana Remodel Photo Contest.
- Springs Valley Bank & Trust Company retains the right to use the winning photographs in any advertising and/or promotion it deems suitable, including the 2021 1500 Main Street Jasper, Indiana Remodel, advertisements, or on its website.
- All photos must be taken by the person submitting and signing the entry form. All entries must be entirely original and have not been copied, in whole or in part, from any other work, and that no other individual has any ownership claim over the image.
- Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this contest any participant it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the contest more than the permitted number of times, or tampered with the submission process, the operation of the contest, or any other aspect of this contest; and (ii) modify, cancel, or suspend part or all of this contest in the event that human or technical errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness, or proper play of the contest. In the event the contest is cancelled, suspended, or discontinued for any reason, Sponsor may award the Prize based on contest information collected up to the time of the contest's cancellation or suspension.
- The Sponsor shall not have any obligation or responsibility, including any responsibility to award the Prize, with regard to: (i) submissions that contain inaccurate information or do not comply with or violate these Official Rules; (ii) submissions, votes, or prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible, or are otherwise not received by the intended recipient, in whole or in part, due to computer, human, or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction, or unauthorized access to, or alteration of, an entry, or any incorrect or inaccurate transcription of submission information; (iv) participants who have committed fraud or deception in entering or participating in the contest or in claiming the Prize; (v) any problems or technical malfunctions of the Sponsor; (vi) any inability of the Winner to accept the Prize for any reason; or (vii) the inability to award all or any part of the Prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.
- By entering this contest, you release the Released Parties from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from your participation in this contest or in any contest related activity, or resulting from acceptance, possession, use, or misuse of the Prize, or while traveling to and/or from a location as part of or to obtain or use the Prize.
- You acknowledge that the Released Parties have neither made (and are not now making) nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to or relating to the Prize, including, but not limited to, any express warranties provided by the manufacturer or its affiliates, the warranty of merchantability, and/or the warranty of fitness for a particular purposes.

**12. GOVERNING LAW:** These Official Rules shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of law principles, and all claims arising out of or relating to, in any way, these Official Rules, or the breach thereof, whether sounding in contract, tort, or otherwise, shall also be governed, construed, and enforced in

accordance with the laws of the State of Indiana, without regard to its conflict of law principles.

**13. VENUE:** By entering the contest, you agree that any legal action or proceeding relating to this CONTEST shall be brought in a state court of general jurisdiction, or a federal court, located in Dubois County (or, if federal court, the Southern District of Indiana), and that you consent to the jurisdiction of any such court in any such action or proceeding, and waive any objection to venue based on forum *non conveniens* or any other basis for objecting to venue in such court.

**14. JURY WAIVER:** BY ENTERING THE CONTEST, YOU HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTEST.

**15. DAMAGES:** Any and all claims, judgments and/or awards in connection with the contest shall be limited to actual damages incurred in connection with such contest, but in no event attorneys' fees, and under no circumstances will a participant be permitted to obtain awards for, and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than actual damages, and hereby waives all rights to have damages multiplied or otherwise increased.

**16. ENTIRE AGREEMENT:** These Official Rules constitutes the entire agreement between participant and Sponsor and there are no representations, oral or written, relating to the subject matter hereof which have not been incorporated herein.

**17. NO WAIVER:** No failure on the part of Sponsor at any time to require performance by a participant of any term hereof shall be taken or held to be a waiver of such term or in any way affect Sponsor's right to enforce such term, and no waiver on the part of Sponsor of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

**18. SEVERABILITY:** Any provision of these Official Rules which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**19. PUBLICITY RELEASE:** By entering the contest, you grant Sponsor permission to use your name, identity, title, likeness, appearance, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gestures, mannerisms, personality, performance characteristics, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising, trade, illustration, promotion, art, editorial, or any other purpose whatsoever, in any medium, without attribution, notice, approval, consideration, consent, or compensation, unless prohibited by law. Sponsor reserves the right to edit any of the foregoing for brevity and clarity. By entering the contest, you release the Released Parties from any liability with respect thereto. Sponsor's use of all information collected from you will be in accordance with its privacy policy, found at <https://www.svbt.bank/Privacy-Policy.aspx#>.